"catch all," and says that its main value is its "convenient obscurity." The evidence admitted in the principal case comes under a well defined exception to the Hearsay Rule, known as the Rule of Spontaneous Exclamations, and no reference need have been made to the *res gestae* doctrine. WIGMORE, EVIDENCE, § 1746.

FRAUDULENT CONVEYANCE—SALES IN BULK—ACCORD AND SATISFACTION.—A party transferred his merchandise, fixtures and business to another, who, being unable to pay the purchase price, transferred them back in bulk in satisfaction of the debt without complying with the statute regulating sales in bulk. *Held,* that a transfer in accord and satisfaction of the transferee's debt was a "sale" within the act and was fraudulent as against his creditors, but that the statute did not apply to fixtures not kept for sale in the usual course of business. *Gallus* v. *Elmer* (1906), — Mass. —, 78 N. E. Rep. 772.

The statute in question reads, "the sale in bulk of any part or the whole of a stock of merchandise otherwise than in the ordinary course of trade, or in the regular and usual prosecution of the seller's business, shall be fraudulent and void as against the creditors of the seller, unless, etc." The defense was based on the ground that this transaction was not a sale within the statute, but was a discharge by way of accord and satisfaction. Strictly speaking, "a sale is a transfer of personal property in consideration of money paid or to be paid," but it is used in a broader sense in the construction of statutes. In *Howard* v. *Harris,* 8 Allen (Mass.) 297, the court said, "In a general and popular sense, the sale of an article signifies the transfer of property from one person to another for a valuable consideration without reference to the particular mode in which the consideration is paid." In the principal case the court was of the opinion that the statute was intended to prevent traders from disposing of their stock of goods in a manner outside of their usual course of business, so that the goods would be taken away from their creditors in general, and therefore the transfer under the circumstances shown in this case was a sale, although made to a creditor. But the statute does not apply to the sale of fixtures not kept for sale in the ordinary course of business. *Albrecht* v. *Cudihee,* 34 Wash. 206, 79 Pac. 628; *Kolander* v. *Dunn* (Minn.), 104 N. W. 371.

GARNISHMENT—FOREIGN JUDGMENT—NECESSITY OF NOTICE.—Plaintiff brought this action to recover wages due from the defendant. The defendant had paid the amount here claimed under garnishment proceedings instituted in a foreign state upon two judgments against the present plaintiff, which had also been rendered in that state. There had been personal service in the first main suits, but the garnishee who is now defendant gave no notice of the garnishment proceedings. *Held,* that, as the plaintiff had been personally served in the suits against him in the foreign state, notice of the garnishment proceedings was not essential to protect the garnishee. *Wright* v. *Southern Ry. Co.* (1906), — N. C. —, 53 S. E. Rep. 831.

This case follows in a modified form the doctrine set forth in the case of *Harris* v. *Balk,* 198 U. S. 215. In that case it was held that the garnishee